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8 **STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

9 STATE OF WASHINGTON,

10 Plaintiff,

11 v.

12 STETHOSCOPES PLUS, INC., a  
13 Washington Corporation; MAGNA  
14 FORTIS CORPORATION, a  
15 Washington Corporation; and MARC  
16 WERBLUD, individually and on behalf  
17 of his marital community,

18 Defendants.

NO.

COMPLAINT FOR INJUNCTIVE  
AND OTHER RELIEF UNDER THE  
CONSUMER PROTECTION ACT

19 **COMES NOW**, Plaintiff, State of Washington, by and through its attorneys  
20 Robert M. McKenna, Attorney General and Paula Selis, Senior Counsel, and brings this action  
21 against Defendants named herein. The State alleges the following on information and belief:

22 **I. JURISDICTION AND VENUE**

23 **1.1** This Complaint is filed and these proceedings are instituted under the  
24 provisions of the Unfair Business Practices—Consumer Protection Act, Chapter 19.86 RCW.

25 **1.2** The violations alleged in this Complaint have been committed in whole or in  
26 part in King County, in the State of Washington, by Defendants named herein.

**1.3** Authority of the Attorney General to commence this action is conferred by  
RCW 19.86.080 and RCW 19.86.140.

## II. DEFENDANTS

2.1 Defendant Stethoscopes Plus, Inc. is a Washington for-profit corporation. Its principal place of business is located at 7683 SE 27<sup>th</sup> St., Mercer Island, WA 98040. Defendant Stethoscopes Plus, Inc. is and has at all times relevant to this action been engaged in the marketing and sale of stethoscopes and stethoscope-related products; blood pressure equipment and ophthalmic equipment through its Web sites, [www.magnafortis.com](http://www.magnafortis.com) and [www.stethoscopes.com](http://www.stethoscopes.com).

2.2 Defendant Magna Fortis Corporation is a Washington for-profit corporation. Its principal place of business is located at 13606 NE 20<sup>th</sup> St., Bellevue, WA 98005. It has also done business at 218 Main St., Kirkland, WA 98033. Defendant Magna Fortis Corporation is and has at all times relevant to this action been engaged in the marketing and sale of stethoscopes and stethoscope-related products through its Web site, [www.magnafortis.com](http://www.magnafortis.com).

2.3 Defendant Marc Werblud is and has at all times relevant to this action been the Owner and Officer of Defendants Stethoscopes Plus, Inc. and Magna Fortis Corporation. As the Owner and Officer of Stethoscopes Plus, Inc. and Magna Fortis Corporation, Defendant Marc Werblud has control over the corporate Defendants' policies, practices, and activities. Defendant Marc Werblud is married to Tabitha Werblud, and together they constitute a marital community. All actions taken by defendant Marc Werblud as alleged in the Complaint herein are for the benefit of his marital community. Marc Werblud resides at 5701 S. Upland Dr., Seattle, Washington 98118.

## III. NATURE OF TRADE OR COMMERCE

3.1 At all times material to this action, Marc Werblud, Stethoscopes Plus, Inc. and Magna Fortis Corporation (together, "Defendants") have promoted, advertised, marketed, and sold stethoscopes and stethoscope-related products; blood pressure equipment and ophthalmic equipment through their Web sites, [www.stethoscopes.com](http://www.stethoscopes.com) and [www.magnafortis.com](http://www.magnafortis.com) to

1 consumers across the country. The prices for Defendants' products range from approximately  
2 \$5.00 to approximately \$350.00, with most products costing between \$100.00 and \$200.00.

3       **3.2** When consumers place orders on Defendants' Web sites, Defendants accept  
4 these orders and charge consumers' credit cards.

5       **3.3** Defendants have solicited, advertised, and sold products in King County,  
6 Washington and are in competition with others in the State of Washington engaged in similar  
7 business.

8                   **IV. FIRST CAUSE OF ACTION—FAILURE TO DELIVER**

9       **4.1** Plaintiff realleges paragraphs 2.1 through 3.3 and incorporates them herein as  
10 if set forth in full.

11       **4.2** Throughout their business dealings, Defendants agree to deliver various  
12 stethoscopes and stethoscope-related products; blood pressure equipment and ophthalmic  
13 equipment to consumers. In reliance on Defendants' agreement to deliver these products,  
14 consumers place orders on Defendants' Web sites and submit payment for their orders.  
15 However, despite the fact that Defendants accept consumers' payment, in many instances,  
16 Defendants fail to deliver their orders.

17       **4.3** The conduct described above constitutes unfair or deceptive acts or practices in  
18 trade or commerce, and unfair methods of competition in violation of RCW 19.86.020.

19                   **V. SECOND CAUSE OF ACTION—MISREPRESENTATIONS**

20       **5.1** Plaintiff realleges paragraphs 2.1 through 4.3 and incorporates them herein as  
21 if set forth in full.

22       **5.2** Defendants, in the regular course of business, make a number of  
23 misrepresentations, including but not limited to the following:

24               **5.2.1** Defendants represent that they will ship various products promptly to  
25 consumers who place orders on their website. They promise "Fast Service."  
26 <http://www.stethoscopes.com>, March 16, 2011. Their website offers various methods of

1 shipping which the consumer can choose. Each method of shipping includes an additional  
2 cost to the consumer, ranging from UPS Next Day Air, for an additional \$31.92 to UPS  
3 Ground, for an additional \$14.21. The Web site lists the number of days in which the item  
4 will be delivered, depending on the method chosen. For example, "Next Day," "2<sup>nd</sup> Day  
5 Air," "2<sup>nd</sup> Day Air A.M.," "3 Day Select," etc. *Id.* Despite representing that the product will  
6 be shipped within the time chosen by the consumer, Defendants often ship the item late. In  
7 many instances, they fail to ship it at all.

8           **5.2.2** Defendants represent that they provide readily available customer  
9 service and technical support. Their Web site states that "their entire business has been built  
10 on our worldwide reputation for providing a unique user-friendly service, run honestly and  
11 with a great attitude, offering real help upon request (sic), and true answers." The Web site  
12 also states that live customer support is available between 9:00 a.m. and 9:00 p.m. Pacific  
13 time, and provides a toll-free number, 866 STETHOS as a means of contact. *Id.*  
14 Additionally, the Web site promises "24 hr. Support: 1-877-STHETHOS." *Id.* In fact,  
15 Defendants do not provide readily available customer service and technical support. Many  
16 consumers who have attempted to contact them for customer support have not been able to  
17 reach them. Consumers have left repeated voice mail messages for them and have not  
18 received a response. Consumers have emailed them repeatedly and have not received a  
19 response. Some consumers have called their toll-free numbers only to find that they have  
20 been disconnected or routed to a number not associated with Defendants.

21           **5.3** The conduct described above constitutes unfair or deceptive acts or practices in  
22 trade or commerce, and unfair methods of competition in violation of RCW 19.86.020.

## 23                                   **VI. PRAYER FOR RELIEF**

24           WHEREFORE, Plaintiff, State of Washington, prays for relief as follows:

25           **6.1** That the Court adjudge and decree that Defendants have engaged in the  
26 conduct complained of herein.

1           **6.2**     That the Court adjudge and decree that the conduct complained of in  
2 Paragraphs 3.1 through 5.3 constitutes unfair and deceptive acts and practices in trade or  
3 commerce and unfair methods of competition in violation of the Consumer Protection Act,  
4 Chapter 19.86 RCW.

5           **6.3**     That the Court issue a permanent injunction enjoining and restraining  
6 Defendants, and their representatives, successors, assigns, officers, agents, servants,  
7 employees, and all other persons acting or claiming to act for, on behalf of, or in active  
8 concert or participation with Defendants, from continuing or engaging in the unlawful conduct  
9 complained of herein.

10          **6.4**     That the Court assess penalties, pursuant to RCW 19.86.140, of up to Two  
11 Thousand Dollars (\$2,000.00) per civil violation against Defendants for each and every  
12 violation of RCW 19.86.020 caused by the conduct complained of herein.

13          **6.5**     That the Court make such orders pursuant to RCW 19.86.080 as it deems  
14 appropriate to provide for restitution to consumers of money or property acquired by  
15 Defendants as a result of the conduct complained of herein.

16          **6.6**     That the Court make such orders pursuant to RCW 19.86.080 as it deems  
17 appropriate to provide for restitution to consumers of royalties owed to consumers as a result  
18 of the conduct complained of herein.

19          **6.7**     That the Court make such orders pursuant to RCW 19.86.080 to provide that  
20 plaintiff, State of Washington, have and recover from Defendants the costs of this action,  
21 including reasonable attorney's fees.

22           DATED this 29<sup>th</sup> day of March, 2011.

23                                 ROBERT M. MCKENNA  
24                                 Attorney General

25                                 Paula Selis  
26                                 PAULA SELIS, WSBA #12823  
                                  Senior Counsel  
                                  Attorneys for Plaintiff